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	:
HUDSON PRIVATE LP,	: Civ. Action No. 7:22-cv-05520
	:
Plaintiff,	:
	:
v.	:
	:
CREATIVE WEALTH MEDIA FINANCE CORP.,	:
	:
Defendant.	:
	:
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CHRISTOPHER CONOVER declares pursuant to 28 U.S.C. § 1746 as follows:

2. On July 16, 2020, defendant Creative Wealth Media Finance Corp. (“Defendant”) executed a Promissory Note (the “Note”), in the principal amount of \$3,000,000 (the “Principal Note Amount”), in connection with a loan (the “Shadowplay Loan”) made by Plaintiff to finance the series (Episodes 101 – 108) entitled *Shadowplay* (the “Project”). A true copy of the Note is attached as Exhibit A.

3. Defendant duly delivered the Note to Plaintiff.

4. In the Note, Defendant promised to pay the Principal Note Amount plus accrued interest thereon on the date which is the earlier of: (a) twelve months from the “delivery” of the final episode of the Project; or (b) December 31, 2021 (the “Maturity Date”).

5. The final episode of the Project aired before December 31, 2021, which means it was “delivered” prior to such date.

6. In all events, the Maturity Date is no later than December 31, 2021.
7. Under the Note, the Principal Note Amount accrued interest from July 16, 2020 at the rate of 10% per annum, compounded annually thereon.
8. In Section 2.2, the Note provides that it is payable “without set-off or counterclaim, free and clear of and without deduction for any present or future taxes, restrictions or conditions of any nature.”
9. In Section 5.13, the Note states that it “represents the entire agreement between the parties hereto with respect to this Note, the debt evidence[d] by this Note, and its terms and conditions.”
10. In a signed response to a letter from Plaintiff’s auditors, Defendant’s Managing Partner Jason Cloth acknowledged that, as of December 31, 2020, Defendant owed Plaintiff the principal amount of \$3,000,000, plus accrued interest, under the Shadowplay Loan. A true copy of Defendant’s response, dated April 19, 2021, is attached as Exhibit B.
11. In its signed response, Defendant also acknowledged that the Maturity Date of the Shadowplay Loan is December 31, 2021.
12. Pursuant to Section 4.1 of the Note, an “Event of Default” includes Defendant’s failure to pay the Principal Note Amount or accrued interest thereon by the Maturity Date.
13. Defendant failed to pay the Principal Note Amount plus accrued interest thereon, or any portion thereof, to Plaintiff on or before the Maturity Date (or any time thereafter).
14. Thus, the Note is currently in default.
15. Under Section 2.1 of the Note, if the Principal Note Amount plus accrued interest thereon is not paid by the Maturity Date, Plaintiff is entitled to additional interest of 1.5% per

month commencing on the first business day of the next month, on the entire outstanding balance, until such time as all amounts are fully repaid.

16. Plaintiff is entitled to pre-judgment and post-judgment interest: (a) on the Principal Note Amount, at the rate of 10% per annum (compounded annually) from July 16, 2020 through December 31, 2021, which amounts to \$3,447,989.35; and (b) on the entire outstanding balance, at the rate of 1.5% per month from January 3, 2022, which amounts to \$4,016,907.59 through December 1, 2022. An excel spreadsheet with my calculations is attached as Exhibit C.

17. In Section 5.5 of the Note, Defendant agreed to reimburse Plaintiff for all reasonable attorneys' fees and expenses incurred by Plaintiff in connection with the collection and enforcement of the Note.

18. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 28, 2022



CHRISTOPHER CONOVER